



1685 West Higgins Road, Hoffman Estates, Illinois 60169
heparks.org t (847) 885-7500 f (847) 885-7523



ADDENDUM NO. Asphalt #1

Prepared by: Gary Buczkowski Hoffman Estates Park District

Date Issued: February 21, 2017

Project: **Asphalt Patching & Resurfacing at Evergreen Park, Hassell Maintenance, Westbury, Victoria 2017**

NOTE: The following changes are hereby made to the contract documents (and highlighted in GREEN) and insofar as the original contract Documents are inconsistent therewith, the changes herein shall govern. Primary corrections are to Item #3 Westbury Park Pathway. All Bidders shall acknowledge this addendum by inserting its number and date on their bid form.

Items included in this addendum:

FORM OF PROPOSAL (B)

Proposal of EVANS AND SON BLACKTOP, INC, hereinafter called the "BIDDER", (a) / (an) CORPORATION, (Corporation, Partnership, individual) doing business as ASPHALT PAVING CONTRACTOR, to Hoffman Estates Park District, hereinafter called the "OWNER."

* * *

The Bidder, in response to your advertisement for bids for **Asphalt Patching and Resurfacing at Evergreen Park, Hassell Road Maintenance Garage, Westbury Park Pathway, Victoria Park Pathway** having examined the Specifications and other Documents and being familiar with all of the conditions surrounding the proposed work (purchase/sale) including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract

Document: Numbers: 1, _____, _____, _____.

Bidders agree to provide all materials; labor and equipment to complete the following work Bidder also understands and will take into account in his bid the fact that scheduling of work

may be impacted due to operational scheduling of facilities that dictate that all facilities remain available to the public. A tentative schedule is provided as a guide of possible work windows:

Item #1 Evergreen Park Pathway Asphalt Renovation Work

EVER 1-1 Remove existing surface bituminous asphalt high side of path to a depth of 2" below existing surface by mechanically grinding. Remove all ground material, dust and dirt from designated path areas to be repaved.

Cost per sq.yrd \$ 4.22 assume 2,100 square yards = \$ 8,862.00 ✓

EVER 1-2 Prime all existing asphalt, supply and install a scratch / leveling course of finish surface bituminous asphalt so as to establish a maximum of 4.50% running slope and maximum of 1.75 % cross slope to all path areas shown on the plans. For the purposes of bidding this item the owner has furnished estimated tonnage of material needed to accomplish these maximum grades: Actual invoicing will be based on the tonnage placed by the contractor to achieve the required maximum running and cross slope percentages

Cost per ton \$ 79.56 assume 525 tons of asphalt material = \$ 41,769.00 ✓

EVER 1-3 Furnish / place and compact a minimum of 2 compacted bituminous asphalt surface course material to all paths and basketball court. The 1 1/2" minimum compacted thicknesses shall be taken on the centerline of the path and shall extend to the edge of the path such that the cross slope does not exceed 1.75%.

Cost per sq.yd. \$ 5.57 assume 2,100 square yds. = \$ 11,697.00 ✓

TOTAL EVER1-1,1-2,1-3 Evergreen Park Path Renovation Work \$ 62,328.00 X

Item #2 Hassell Road Maintenance Garage:

Saw cut all areas designated to be patched. Remove existing surface bituminous asphalt to a depth of 2" below existing surface or to match adjacent concrete by mechanically grinding. Remove all ground material, dust and dirt from designated areas to be patched. Prime all ground areas. Supply /place and compact a minimum of 2" compacted surface asphalt to all ground areas.

Cost per sq. yd \$ 13.72 assume 1,900 square yards Total \$ 26,068.00 X

If bam base failure is identified by owner, Saw cut all areas designated to be removed. Remove existing bituminous bam asphalt to stone subgrade. Compact subgrade. Place and compact 3" of bam asphalt to areas removed. Surface course provided in number above.

Cost to perform this additional work \$ 16.11 per square yard

Item #3 Westbury Park Pathway Asphalt Renovation Work

WES-D-1 Saw cut existing asphalt two location, Remove existing asphalt and stone and properly dispose of offsite. Excavate to a depth of 1' -6" bellow existing finish grade of asphalt in areas designed to be replaced (Approximately 80 Cu yds.).

Total Cost Wes-D-1 Demolition and excavation \$ 2,680.00

WES-P-1 Supply and install Geotextile woven fabric MYRAFI HANES RS28DI in excavated area. (115 square yards).

Total Cost Wes-P-1 Fabric cost \$ 2.58 /sq.yd X 115 = \$ 297.00 ✓

WES-P-2 Contractor to trench, supply and install 4" drain tile backfill with pea stone and backfill trenches as per plans and specifications.

Total Cost Wes-P-2 Install Drainage pipe \$ 16.27 per lin ft. X 130 lin ft = \$ 2115.00 ✓

WES-P-3 Supply and place CA-1 (3") stone to a depth of no less than 12" in excavated area. (Approximately 45 cu yds).

Total Cost Wes-P-3 CA-1 Stone \$ 2,533.00

WES-P-4 Supply and place and compact Grade 8 stone to a depth of no less than 6" on CA-1 stone material (Approximately 20 cu yds).

Total Cost Wes-P-4 Grade 8 Stone \$ 1,181.00

WES-P-5 Prime stone

Total Cost Wes-P-5 prime Stone asphalt \$.082 per sq ft X 1000 sq ft. = \$ 82.00 ✓

WES-P-6 . Supply /place and compact a minimum of 2 ½" compacted surface asphalt to all stoned and primed areas (650 sq. ft.).

Total Cost Wes-P-6 2 ½" surface asphalt \$ 1.84 per sq ft X 1000 sq ft. = \$ 1,840.00 ✓

WES-P-7 Saw cut existing asphalt, remove and replace 300 sq ft. of asphalt adjacent to bridge (2 locations). Prime stone and place a minimum of 2 ½" compacted surface asphalt in removed areas adjacent to Bridge (300 sq. ft).

Total Cost Wes-P-7 repair asphalt \$ 4.47 per sq ft X 300 sq ft. = \$ 1,341.00 ✓

TOTAL WES D-1,P-1,P-2,P-3,P-4,P-5,P-6,P7 Westbury Path Renovation \$ 12,069.00 X

Item #4 Victoria Park Pathway Asphalt Renovation Work

V-P-1 Contactor to establish all final subgrades including areas to be cut (Approximately 30 cu yds.) and is responsible for all haul off of material that cannot be reused in the fill process.. Supply, place and compact Grade 8 stone material on path and in proposed fill area (Approximately 100 cu yds.). Grade and compact existing stone. Note existing concrete will be removed by others.

Total Cost -V-P-1 Grade 8 Stone \$ 7,101.00

V-P-2 Prime stone

Total Cost V-P-2 prime Stone asphalt \$.082 per sq ft X 3,740 sq ft. = \$ 307.00 ✓

V-P-3 . Supply /place and compact a minimum of 2 ½" compacted surface asphalt to all stoned and primed areas (3,740 sq.ft.).

Total Cost V-P-3 2 ½" surface asphalt \$ 2.58 per sq ft X 3,740 sq ft. = \$ 9,649.00 ✓

TOTAL V-P-1,V-P-2,V- P-3 Victoria Path Renovation \$ 17,057.00 X

Item #5 Owners Allowance

117,522

Provide a **\$7,500** allowance in the Base Bid price for labor and material to perform on a T&M basis for modifications as directed by Owner. Unused portions shall be credited back to the Owner

Total Cost Item #1 Evergreen Path, #2 Hassell Road Maintenance Facility, #3 Westbury Path, #4 Victoria Park Path, # 5 Owner Allowance (All yellow highlighted numbers)

\$ 125,022.00 X

The Owner desires to complete as much work as funds will allow for on this project. The final contract amount will be determined based on owner approved quantities installed by the contractor

The bidder understands that coordination of work will be affected by programming and the need to complete work to meet certain deadline dates. Work at Triphahn Center, Willow and High Point Park shall commence once concrete work is completed weather permitting. The Work on the golf path and at the maintenance facility can begin as soon as paving materials are available

and weather is favorable for work. The bidder shall take into account all mobilization and or re-mobilization costs as part of his bid.

The bidder understands that total cost may be an issue and has submitted a price for each item not contingent on any or all other items and that all items may not be awarded to one contractor.

The Owner desires to complete as much work as funds will allow for on this project. The final contract amount will be determined based on owner approved quantities installed by the contractor.

ALTERNATES

The contractor proposes the following alternates in accordance with the specifications and addenda. Said alternates include all labor, material, equipment charges for incidental expenses, general conditions, supervision, taxes, insurance, overhead and profit.

VOLUNTARY ALTERNATES

The contractor is encouraged to provide Voluntary Alternates. All Voluntary Alternates **must** be a modification to the Base Bid and shall **not** be included in the Base Bid.

Description of Alternate Proposed (state any change in time required):

Add / Deduct (circle one) the cost of \$ _____ for _____

Add / Deduct (circle one) the cost of \$ _____ for _____

Accompanying this is a BID BOND
(Bid Bond, Certified Check, Bank Draft)

In the amount of Twelve Thousand Five Hundred Two dollars and 20/100
(Dollars)

(\$ 12,502.20) being ^{TEN} ~~five~~ percent (^{10%} ~~5%~~) of the Base Contract Bid, the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the "Owner."
- E. That he will comply with all provisions of the Prevailing Wage Ordinance #O-16-003 adopted by the Hoffman Estates Park District.
- F. That he is in compliance with the Criminal Code Act of 1961, Article 33E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications, and all applicable Codes and Standards.

HOFFMAN ESTATES PARK DISTRICT

FIRM NAME EVANS + SON BLACKTOP, INC

BY: _____
(Sign and Date)

ADDRESS 3N775 POWIS ROAD

WEST CHICAGO, IL 60185

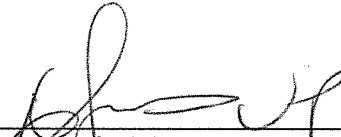
BY: _____
(Sign and Date)

PHONE 630-377-1212

EMAIL: howard@blacktop.biz

CERTIFICATION

I, HOWARD A. JONES (Officer), having been first duly sworn on Oath, do
depose and state that I presently reside at 30775 POWLS RD. (Address), and
that I am the duly authorized principal, officer or agent of EVANS + SON BLACKTOP, INC.
(Name of Contractor) and do hereby certify to Hoffman Estates Park District, its
Commissioners, Officers and Employees that neither I nor EVANS + SON BLACKTOP, INC.
(Name of Contractor) are barred from bidding on the Contract for which this bid is
submitted, and as a result of violation of either Section 33E-3 (Bid-rigging") or
Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the
State of Illinois approved July 28, 1961, as amended.



On behalf of Contractor

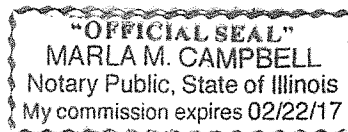
Subscribed and sworn to before me

this 20th day of Feb, 2017

Marla Campbell
- Notary Public -

My Commission Expires:

2-22-17



SUBCONTRACTORS

The following list includes all Subcontractors who will perform work representing five percent (5%) or more of the total base bid. The Bidder represents that the Subcontractors are qualified to perform the work required.

Category	Subcontractor Name	Address
1.	NA	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

REFERENCES

Hoffman Estates IL 60169

References for:

1. Company Name: Will provide if lowest Bidder

Address: _____

City-state: _____

Phone Number: _____

Contact Person: _____

2. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

3. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

4. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

STATEMENT OF EXPERIENCE

The Bidder shall list all recent projects for which he provided services of a similar nature to the subject project.

Project/Location	Contract Amount	Reference/Phone #
1. 40 yrs+ Asphalt Paving Experience		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

HOFFMAN ESTATES PARK DISTRICT
Hoffman Estates, Illinois

Please list all of the equipment you will be using on this specific job.

1. *Paver*
2. *Roller*
3. *Dump Trucks*
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

SUSTAINABILITY STATEMENT

Introduction

The Hoffman Estates Park District is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firm's practices.

Instructions

Provide a clear description of your firm's sustainable practices, policies or procedures to the below sections or attach a copy of your practice. These practices may include but are not limited to:

Waste Minimization within the office or facilities through recycling programs, double-sided copying, electronic internal communications, recycled content in materials, reusable cups, limited printing, electronic document management, green purchasing policies, green cleaning supplies or reduced packaging in materials procured or supplied. All The Above

Energy Efficiency within office, facilities or firm through lighting retrofits, photo sensor switches for lighting, use of day lighting, Energy Star rated appliance or equipment, alternative fuel or efficient fleet, anti-idling policy, or indoor temperature management. Programmed Thermostat - Timer Controlled

Lighting - Short CPU Sleep Times

Water Efficiency in office, facilities or firm through faucet or fixture retrofits, switch individual bottled water to office water coolers or drinking fountains, drought tolerant landscaping. Use a water cooler.

Staff are encouraged to be sustainable and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support to attend green seminars, US Green Building Council LEED accredited or the creation of an internal green team. _____

Education of your staff about green practices, your business peers of your green accomplishments, your community of your sustainability, or any environmental awards your firm has achieved. _____

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FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

I, HOWARD A. JONES (name of person making the affidavit), being duly sworn, deposes and says that he is the VICE PRESIDENT (title) of EVANS + SON BLACKTOP, INC., and that he has authority to make the following affidavit; that he has knowledge of the Hoffman Estates Park District ordinance relating to Fair Employment Practices, Equal Employment Opportunity, Prevailing Wages, Sexual Harassment Requirements, and knows and understands the contents thereof; that he certifies that EVANS + SON BLACKTOP, INC. (name of company) is an equal opportunity employer as defined by the Federal, State and Local regulations.

HOLD HARMLESS AGREEMENT

EVANS + SON BLACKTOP, INC. (company name) agrees to indemnify, hold harmless and defend the Hoffman Estates Park District, its consultants for this Project, agents, servants and employees, EVANS + SON BLACKTOP, INC. (Construction Company), and its sub consultants, and each of them against and hold them harmless from any and all liability, loss, cost, damages and claims, cause of action, demands, rights, costs of loss of service expenses, compensation, and expense (including reasonable attorneys' fees and court costs) which the undersigned now has or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, resulting from, arising out of, or incurred by reason of claims, actions, or suits based upon or alleging bodily injury, including death, or property damages arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Signed this: 20TH day of February, 2017.

By: [Signature]
HOWARD A. JONES
Title: VICE PRESIDENT

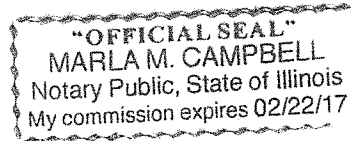
Address: 3N775 POWLS ROAD

City WEST CHICAGO State IL Zip 60185

Subscribed and sworn before me

this 20TH day of February, 2017

[Signature]
Notary Public



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Evans & Son Blacktop, Inc.

3N775 Powis Road

West Chicago, IL 60185

OWNER:

(Name, legal status and address)

Hoffman Estates Park District

1685 W Higgins Rd

Hoffman Estates, IL 60169

BOND AMOUNT: Ten Percent of Accompanying Bid (10%)

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company

1815 S. Meyers Road, Suite 500

Oakbrook Terrace, IL 60181

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Victoria Park

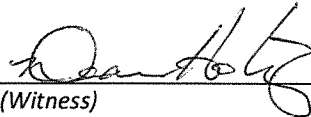
Pathway Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2017



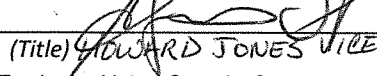
(Witness)



(Witness)

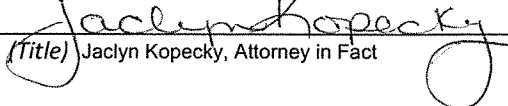


Evans & Son Blacktop, Inc.
(Principal) (Seal)



(Title) EDWARD JONES VICE-PRESIDENT

Employers Mutual Casualty Company
(Surety) (Seal)



(Title) Jaclyn Kopecky, Attorney in Fact



P.O. Box 712 • Des Moines, IA 50306-0712

No. B74400

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: NANCY MARKL, MARY BOWMAN, RANDY MARGISON, TODD SILVER, JACLYN KOPECKY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 2nd day of NOVEMBER, 2016.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President

On this 2nd day of NOVEMBER AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2019.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 2, 2016 on behalf of: NANCY MARKL, MARY BOWMAN, RANDY MARGISON, TODD SILVER, JACLYN KOPECKY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of February, 2017.

J D Clough
 Vice President